



STATE OF INDIANA

Request for Services 11-20

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of

INDIANA DEPARTMENT OF CHILD SERVICES CHILD SUPPORT BUREAU

Solicitation For:

Statewide Genetic Testing Services

Response Due Date: February 7, 2011

James Osborne
Senior Account Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W461
Indianapolis, Indiana 46204

RFS-11-20
SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-6, the Indiana Department of Administration (IDOA), acting on behalf of the Child Support Bureau of the Department of Child Services, requires a vendor or vendors to provide statewide genetic testing services, including all aspects of sample collecting, testing, reporting and testifying, for the Indiana Title IV-D Child Support Program as administered locally by the county Prosecutor's Offices. It is the intent of IDOA to solicit responses to this Request for Services (RFS) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFS is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFS nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFS. Other special terms may be used in the RFS, but they are more localized and defined where they appear, rather than in the following list.

AABB American Association of Blood Banks

ASHI American Society for Histocompatibility and Immunogenetics

IAC The Indiana Administrative Code.

IC The Indiana Code.

Child Support Bureau The Child Support Bureau (CSB) is the statewide agency responsible for administering the Indiana Child Support Program.

Draws The genetic sample or act of collecting a genetic sample from an individual to be tested for a paternity determination. A typical set of three draws of the mother, child, and alleged father is known as a trio.

- A **vendor draw** is a draw conducted by an employee, subcontractor or agent of the vendor.
- A **county draw** is any draw conducted by an employee of a county Prosecutor's Office either as a part of their regular county duties without any payment from the vendor or, if permitted by the county Prosecutor, conducted for payment

from the vendor in addition to their compensation from the county.

- A **motherless draw** is a genetic test in which the mother is unavailable to provide a sample. This may occur when the mother is deceased or otherwise unavailable, for example, when the child is in the custody of the State or in the custody of a relative or in instances of domestic violence when it would be inappropriate to test the mother.
- A **fatherless draw** is a genetic test in which the father is unavailable to provide a sample. This may occur when the father is deceased or otherwise unavailable, for example, when the child is in the custody of the State or in the custody of a relative or in instances of domestic violence when it would be inappropriate to test the father.

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| Full Time Equivalent (FTE) | The State defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE. |
| Implementation | The successful implementation of genetic testing services as specified in the contract resulting from this RFS. |
| Installation | The delivery and physical setup of products or services requested in this RFS. |
| Other Governmental Body | An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch. (2) The legislative branch. (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A state educational institution (including charter schools) |
| Partial Draws | An incomplete test that occurs when genetic material has not been collected for one or more of the necessary sample donors involved in paternity determination. |
| Products | Tangible goods or manufactured items as specified in this RFS. |
| Proposal | An offer as defined in IC 5-22-2-17. |

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| Prosecutor's Office | The office of the elected official of a county who manages and prosecutes child support cases on behalf of the State of Indiana under a cooperative agreement. |
| Respondent | An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract. |
| Samples | The genetic material collected from the body of tested individuals, most commonly collected today through the buccal swabbing of the tested individual's inside cheek, but also collectible from blood and other body tissues and fluids containing genetic markers. |
| Services | Work to be performed as specified in this RFS. |
| State | The State of Indiana |
| State Agency | As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government. |
| Title IV-D | Title IV-D of the Social Security Act (sections 451 et seq.), which authorizes the use of federal funds to operate a statewide child support program if a state complies with certain federal requirements. Services are available to persons who assign their child support rights to the appropriate governmental entity and to those persons who apply for child support services. |
| Vendor | Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFS. |

1.3 PURPOSE OF THE RFS

The purpose of this RFS is to select from one (1) to four (4) vendors that can satisfy the State's need for genetic testing services to establish paternity in child support cases. It is the intent of CSB to contract with from one (1) to four (4) vendors that provides quality statewide services, which include sample collection; laboratory testing according to generally-accepted standards; prompt transmission of test results; and availability and ability to testify in court if necessary, for CSB and the Prosecutor's Offices. Under this approach, the Prosecutor's Offices will select a vendor from the approved pool of vendors to provide their county's genetic testing services. The Prosecutor's Office will then sign a contract with their selected vendor which will incorporate the terms of the underlying contract with CSB.

1.4 SUMMARY SCOPE OF WORK

Today, each county Prosecutor's Office contracts with a genetic testing vendor for genetic testing services. Three vendors (LabCorp, DNA Diagnostics, and Orchid Cellmark) currently provide genetic services to the 91 Indiana Prosecutor's Offices that serve the 92 Indiana counties. (There is one county Prosecutor's Office that serves two counties.) In Fiscal Year 2009, Indiana spent \$860,867.66 on genetic testing services for 15,245 individual tests, for a statewide average cost of \$56.47 per test.

Since each Prosecutor's Office has historically negotiated its own contract, there has been a wide discrepancy in the amount paid for a draw. An informal 2009 state survey of the counties reported that the lowest price services were provided at \$43.00 per test, while the highest price paid \$105.00 per draw. The results of this survey were not verified and do not represent a scientific survey of the current genetic testing environment but provides a basis for evaluating the current state of genetic testing in Indiana. In some large and medium sized counties (5,000-70,000 caseloads), most draws are conducted by the vendor, while in other counties (typically small to medium size) either Prosecutor's Office staff or a third-party health care provider such as staff from health clinics and hospitals draw the genetic sample. The survey results indicated that 80% of the draws were conducted by the current vendor's staff and 20% of the draws were conducted by the Prosecutor's Office staff or other entities such as hospital staff. The survey reports the turnaround time from the date of mailing the samples to the lab to the date the Prosecutor's Office receives the test results varies among the counties from 7 to 28 days.

Marion County (Indianapolis) currently has an arrangement with the Juvenile Court under which genetic samples are collected at the courthouse on both IV-D and non-IV-D cases. Respondents are informed that these services may have to be provided as a condition to or an adjunct to the Marion County contract. Similar arrangements may exist in other counties and the Respondents should be prepared to provide services to pending IV-D cases in courts in other counties.

The RFS's goal is to provide high-quality, responsive genetic testing services at a competitive statewide price for use by all the Prosecutor's Offices. Because of the wide discrepancies in price and service levels, CSB has determined that the State could save IV-D program costs and provide more uniform services to the Prosecutor's Offices by issuing this RFS.

A successful bidder must be able to provide the full array of services expected in a typical IV-D genetic testing environment to every Indiana county at a competitive price. The services include, but are not limited to:

- Collecting samples by buccal swab or alternative methods if circumstances dictate
- Applying AABB or ASHI accredited methodologies and procedures to the samples using appropriate single or multi-locus DNA fingerprinting to determine the commonality of the genetic markers of the tested individuals

- Ensuring through identification documentation that the individual from whom the sample is taken is the individual who is designated to be sampled
- Resolving scheduling issues and partial draws when parties do not show for scheduled testing
- Taking steps to promote safety in a potentially hostile situation if alleged father and mother and child draws are taken at the same time
- Training Prosecutor's Office staff or health care professionals regarding security, identification, sampling technique, chain of custody, and proper handling and mailing if the county chooses to use someone other than the vendor's staff or subcontractor to draw the sample
- Handling the samples properly to ensure non-contamination
- Documenting the chain of custody of the sample
- Mailing or transporting the sample to the laboratory
- Conducting secondary testing if the first test results are inconclusive (i.e., results do not indicate 99% or above likelihood of paternity)
- Documenting testing procedures and results
- Transmitting test results electronically, via secured email or through a secure website, using a standard format, or by paper
- Explaining, or testifying if needed, regarding the testing procedures and results if a party to the IV-D case makes a timely request to the vendor, or a court orders or issues a subpoena for an expert to appear and testify
- Invoicing accurately and promptly for the services provided
- Providing high-quality customer service to the Prosecutor's Offices and CSB, including timely returned calls or emails, flexible availability for collecting samples, and adequate sampling alternatives for partial and interstate/international draws

1.5 RFS OUTLINE

The outline of this RFS document is described below:

| Section | Description |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 1 – General Information and Requested Products or Services | This section provides an overview of the RFS, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFS. |
| Section 2 – Proposal Preparation Instruction | This section provides instructions on the format and content of the RFS including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal. |
| Section 3 – Proposal Evaluation Criteria | This section discusses the evaluation criteria to be used to evaluate Respondents' proposals. |
| Attachment A | M/WBE Participation Plan Form |

| Section | Description |
|--------------|-------------------------------------------------------------|
| Attachment B | Sample Contract |
| Attachment C | Detailed Scope of Work |
| Attachment D | Pricing Worksheet |
| Attachment E | Map of Genetic Testing Vendors by County – July 2009 Survey |
| Attachment F | Agreement between Prosecuting Attorney and Vendor |

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFS must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on January 10, 2011**. Questions/Inquiries may be submitted via fax (**317-232-7312**) or email RFS@idoa.IN.gov and must be received by Procurement Division by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFS timetable established in Section 1.23. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of Department of Child Services or the CSB. Such action may disqualify Respondent from further consideration for a contract resulting from this RFS.

If it becomes necessary to revise any part of this RFS, or if additional information is necessary for a clearer interpretation of provisions of this RFS prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on February 7, 2011**. Each Respondent must submit **one original hard-copy** (marked "Original") and **one original CD-ROM (marked "Original") and one complete copy on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFS. The **original CD-ROM** will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on**

the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.

Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

James Osborne
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W478
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of July 21, 2008, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

All proposal packages must be clearly marked with the RFS number, due date, and time due. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFS may only be made in the manner and format described in Section 1.6 and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.9 PRICING

Pricing on this RFS must be firm and remain open for a period of not less than 180 days from the proposal due date.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.10 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.11 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to

award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFS.

1.12 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.13 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFS.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one year renewals for a total of four (4) years at the State's option.

1.14 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFS file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.15 TAXES

Proposals should not include any tax from which the State is exempt.

1.16 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the

award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm .

1.17 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.18 COMPLIANCE CERTIFICATION

Responses to this RFS serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.19 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFS. Therefore a contract goal of 8 % for Minority Business Enterprises and 8 % for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to meet these requirements will affect the evaluation of your proposal.

1.20 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFS SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are,

participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as one classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFS SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the

regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

1.21 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.22 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFS Dates:

| Activity | Date |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Issue of RFS | December 27, 2010 |
| Deadline to Submit Written Questions | January 10, 2011 |
| Response to Written Questions/RFS Amendments | January 18, 2011 |
| Submission of Proposals | February 7, 2011 |
| <i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i> | |
| Proposal Evaluation | TBD |
| Proposal Discussions/Clarifications (if necessary) | TBD |
| Oral Presentations (if necessary) | TBD |
| Best and Final Offers (if necessary) | TBD |
| Contract Award | TBD |

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement listed in Section 1 and in the Detailed Scope of Work

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1 and in the Detailed Scope of Work, including offering genetic testing services to every county in Indiana.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFS. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFS including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFS.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company,

additional financial information should be provided for the entity/organization directly responding to this RFS.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Duties of Contractor, Rate of Pay, and Term of Contract
- Compliance with Laws
- Drug-free Workplace Provision and Certification
- Funding Cancellation
- Indemnification

- Governing Laws
- Non-discrimination clause
- Payments
- Penalties/Interest/Attorney's Fees
- Non-collusion and Acceptance

Any or all portions of this RFS and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must provide a list of all IV-D agencies it has provided products and / or services that are the same or similar to those products and / or services requested in this RFS from January 1, 2005, to current date. This list must include the name of the IV-D agency, the name, e-mail address, and phone number of the agency contact person, a description of the products and services provided, and the duration of the contract. The Respondent must also include a reference list of three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFS. The reference list may include IV-D agencies identified in the list of IV-D agencies the respondent has provided services for since January 1, 2005. These clients must be agencies that provide IV-D services to a caseload of at least 5,000 IV-D cases, preferably a state IV-D agency, and must have been clients of the Respondent for three (3) or more years. Information provided should include a description of the products and services provided, the duration of the contract, the name of the client, physical address, and the name, title, e-mail address, and telephone number of the client's contact person who may be contacted for further information. In the event that any of the contracts or references listed include services provided by an entity acquired by or merged with the Respondent, that circumstance should be disclosed by providing the name of the former entity, a general description of the acquisition or merger, and date of the acquisition or merger.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm> .

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder.

Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

Individuals or businesses hired by the Respondent to collect samples or who perform other services who are not employees of the Respondent are not covered by this restriction, but the performance of the subcontracted services are covered by the Service Level Requirements in Attachment C: Detailed Scope of Work, pertaining to an individual's qualifications and training for the provision of subcontracted genetic test sample collection services.

The Respondent is responsible for the performance of any obligations that may result from this RFS, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must

identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFS or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFS language should not be repeated within the response, however, the response to Attachment C, Detailed Scope of Work may include the description of the Service Level Requirements for ease of reference. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly

marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

See Attachment C: Detailed Scope of Work.

2.5 COST PROPOSAL

For the purpose of this RFS, the State's baseline cost for genetic testing services is based upon an average for the lowest five of the current reported average costs for vendor and county draws and the results of a recent procurement for similar services in Minnesota. The State's baseline price for vendor collected draws is established **\$47.70**. The State's baseline price for county collected draws is **\$43.90**. Refer to Section 3.2 Evaluation Criteria for further information.

See also Attachment D: Pricing Worksheet. Respondents must complete and submit Attachment D as their cost proposal.

RFS SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFS requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

The mandatory requirements include:

- the Transmittal Letter with appropriate affirmations, any exceptions stated to the contract, and authorizations as stated in Section 2.2
- Business Proposal adherence to requirements as stated in Section 2.3
- Technical Proposal adherence to requirements as stated in Section 2.4 and Attachment C: Detailed Scope of Work
- Minority and Women's Business Enterprise Subcontractor Commitment form completeness, attached to the Business Proposal as "Attachment A"
- Latest AABB or ASHI Certification, attached to the Business Proposal

- 3.1.2 Each proposal will be evaluated on the quality of the responses to the 2.3 Business Proposal and 2.4 and the Scope of Work and the references' responses.

- 3.1.3 Each proposal will then be scored on pricing based on the pricing sheet figures.

- 3.1.4 IDOA will score the Minority and Women's Business Enterprise Subcontractor Responsiveness form

- 3.1.5 Based on the results of this evaluation, the qualifying proposal(s) determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and CSB for further action, such as contract negotiations. If, however, IDOA and CSB decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternative proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFS in a cost-effective manner. The evaluation will be conducted to select one (1) to four (4) vendors which can provide quality statewide genetic testing services. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 75). If any one or more of the listed criteria on which the responses to this RFS will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

| Criteria | Points |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1. Adherence to Mandatory Requirements (All required forms, registrations, certifications, and affirmations to abide by all Service Level Agreements in Attachment C: Detailed Scope of Work.) | Pass/Fail |
| 2. Management Assessment/Quality (Business and Technical Proposal) The technical response maximum point total is 7.5 points, the business response maximum point total is 3.75, and the reference maximum point total is 3.75, for a total maximum points of 15 points. | 15 available points |
| 3. Cost (Cost Proposal) (see methodology below) | 40 available points (5 bonus points are available if certain criteria is met) |
| 4. Minority (10) and Women Business 10) Subcontractor Commitment | 20 available points |
| Total | 75 available points (80 if bonus is awarded) |

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 55 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list” of up to four (4) Respondents. The “short list” will consist of the top four Respondents on Criteria 2 and 3, provided that there is no more than ten (10) points difference between the third and fourth place Respondent. In the event there is more than 10 points difference between the third and fourth place Respondent, only three (3) respondents will make the “short list.” Any proposal not making the “short list” will not be considered for any further evaluation. The successful vendors (from 1 to 4) will be selected from this “short list.”

Step 2 may include one or more rounds of proposal discussions focused on cost and other proposal elements.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

3.2.2 Management Assessment/Quality - **15** points (7.5 points for the technical proposal, 3.75 points for the business proposal, and 3.75 points for references)

3.2.3 Price – **40** points available – 20 points for vendor draw pricing, 20 points for county draw pricing

Price will be measured against the State's baseline cost for this scope of work, \$47.70 for vendor draws and \$43.90 for county draws. Cost scoring points for vendor draws and county draws will be assigned as follows:

- Respondents who meet the State's baseline cost will receive zero (0) cost points.
- Respondents who propose a decrease to the State's baseline costs will receive positive points at the same rate as bid increasing cost.
- Respondents who propose an increase to the State's baseline cost will receive negative points at the same rate as bid lowering cost.
- Respondents who propose a 10% decrease to the State's baseline cost will receive all of the available cost points.
- If multiple Respondents propose a decrease to the State's baseline costs below 10% of the current baseline, an additional 5 points (2.5 for vendor draws, 2.5 for county draws) will be added to the Respondent proposing the lowest cost to the State.

3.2.4 Minority (10 points) & Women's Business (10 points) Subcontractor Commitment - (20 points).

The following formula will be used to determine points to be awarded:

The commitment factor for each proposal will be calculated by multiplying the commitment percentage by one hundred. The RFS score ratio will be determined by dividing the maximum allowable points by the highest commitment factor. The proposal with the highest commitment factor will be given the maximum allowable points. The points awarded to the other proposals will be calculated by multiplying the score ratio by the proposed commitment factor.

Commitment percentage * 100 = commitment factor

Maximum allowable points/highest commitment factor = score ratio

Commitment factor * score ratio = points awarded

The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final. The state reserves the right to choose one or more qualified vendors to provide the service.